



REQUEST FOR PROPOSAL  
PROJECT #V211-22-004

20 May 2021

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## REQUEST FOR PROPOSAL

Issue Date: 18 May 2021

Pre-Proposal  
Conference Date: 2 June 2021 at 10:00 AM Cocke Hall, Memorial Gardens. MANDATORY ATTENDANCE

Due Date: 22 June 2021 at 2:00 PM EST (mailed or hand delivered to VMI Physical Plant)

Commodity Code: 80557

Issuing Agency: Virginia Military Institute  
Procurement Services  
314 Smith Hall  
Lexington, VA 24450

Period of Contract: **Date of Award** through **30 June 2022** (Annually Renewable Thereafter for four (4) successive one-year renewals).

**IDENTIFICATION OF BID ENVELOPE:** The signed price list should be returned in a separate envelope or package, sealed and identified as instructed in Section IX, paragraph H. The envelope should be addressed as directed in the heading of this Page of the solicitation. No other correspondence or other bids should be placed in the envelope.

**PRE-PROPOSAL CONFERENCE:** 2 June 2021 at 10:00 AM Cocke Hall, Memorial Gardens. MANDATORY ATTENDANCE

All Inquiries for Information Should Be Directed To: LTC Kathleen H. Tomlin, VMI Procurement Services at [tomlinkh@vmi.edu](mailto:tomlinkh@vmi.edu). Use of the Understanding of Requirement Form (Attachment A) must be submitted for questions concerning specifications or statement of needs.

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

Name and Address Of Firm:

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature In Ink)

Name: \_\_\_\_\_  
(Please Print)

\_\_\_\_ Zip Code: \_\_\_\_\_ Title: \_\_\_\_\_

EVA Vendor ID or DUNS number \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

E-mail: \_\_\_\_\_ Fax: (       ) \_\_\_\_\_

**Note:** This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 1.e in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in that invitation to bid or request for proposal.

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I. **PURPOSE:**

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals to establish contracts through competitive negotiations for Physical Fitness Equipment Repair and Preventative Maintenance Services by Virginia Military Institute, an agency of the Commonwealth of Virginia.

II. **CONTRACT PERIOD:**

The initial term of this contract is from date of award through 30 June 2022, or as negotiated and shall include an option to renew for four (4) one-year terms. The Institute does not guarantee any exact volume of work to the successful firms as future projects subject to this contract's purpose is not quantifiable.

III. **BACKGROUND:**

VMI owns and operates numerous physical fitness training and conditioning, equipment including free-standing weight lifting stations, "universal" type resistance equipment, and cardio-fitness equipment. (See representative list attached.) This equipment must be maintained through regularly performed preventative maintenance (PMS), routine servicing, and when necessary, repairs to extend the product life span, decrease equipment down-time, and to provide end users with optimal performing equipment.

IV. **EVA BUSINESS-TO-GOVERNMENT ELECTRONIC PROCUREMENT SYSTEM:**

The eVA Internet electronic procurement solution streamlines and automates government purchasing activities within the Commonwealth of Virginia. Virginia Military Institute, and all other state agencies and institutions, have been directed by the Governor to maximize the use of this system in the procurement of goods and services. Therefore, your firm is required to register as a trading partner within the eVA system in order to participate in this solicitation. No proposals will be accepted from firms not registered in the eVA system.

Registration in the eVA system is accomplished on-line and it is your responsibility to provide the necessary information. Please visit the eVA website portal at <http://www.eva.virginia.gov/register/vendorreg.htm> and register both with eVA and Ariba. This process must be completed before Virginia Military Institute can issue a Purchase Order or contract. If your firm conducts business from multiple geographic locations, please include these locations in your initial registration.

For registration and technical assistance, reference the eVA website at: [VACustomerCare@dgs.virginia.gov](mailto:VACustomerCare@dgs.virginia.gov), or call 866-289-7367 or 804-371-2525.

V. **VASCUPP Expanded Cooperative Language**

CONTRACT PARTICIPATION: Under the authority of the *Code of Virginia* 2.2-4304 it is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions or lead-issuing institution's affiliated corporations may access any resulting contract if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. The resulting contract(s) will be extended to the public bodies indicated above to purchase at contract prices in accordance with contract terms. The Contractor shall notify the lead-issuing institution in writing of any such institutions accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the Contract. Participating entities shall place their own orders directly with the Contractor(s) and shall fully and independently administer their use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the lead-issuing institution. Virginia Military Institute shall not be held liable for any costs or damages incurred by any other participating public body as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that Virginia Military Institute is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as the need may be.

**VI. STATEMENT OF NEEDS:**

**A. General**

The contractor selected will supply all normal and customary goods and services for the following work:

Prepare and submit for approval a Preventative Maintenance/Service (PMS) schedule that includes all VMI owned fitness equipment located on Post in Lexington, VA. The PMS schedule is to be based upon the equipment manufacturers' recommendations, best practices within the industry, and the expertise of qualified VMI personnel based upon actual usage/history of the equipment. Changes to the schedule as requested by either VMI or the firm shall be given 30 days action

The PMS work shall be accomplished on site at VMI in Lexington

Pricing for preventative maintenance shall be all-inclusive. No labor shall be charged for services rendered with the exception of emergency repairs made outside of normal service hours. Parts not covered by warranty shall be billed to VMI by separate invoice. All billing is to occur through electronic means: Invoices are to be sent to [payables@vmi.edu](mailto:payables@vmi.edu)

Service Hours: PMS shall be performed on site between the hours of 0700 to 1530 (7:00 AM – 4:30 PM) Monday through Friday. Scheduling changes must be requested in advance with the facility coordinator.

**B. Contractor Requirements:**

1. The contractor shall provide high quality maintenance and repair services equal to or better than industry standards. This includes prompt response to requests for services and completion of projects in a timely fashion once guidelines and time tables are established by the Institute. Work in progress will be inspected periodically by the Institute for adherence to Commonwealth of Virginia recognized codes and quality workmanship.
2. The contractor shall provide services to meet the needs of the Institute with minimum disruption to the educational, operational and research mission of the Institute. The contractor shall plan their work with the understanding that the established Institute regular work hours vary within the timeframe of 7:00 AM to 4:30 PM, Monday through Friday, except holidays observed by the Institute.
3. The contractor shall provide sufficient representation in the Rockbridge County area to adequately meet the Institute's needs. The contractor's representative shall be responsible for working with various Institute departments and shall be required to provide assistance, expedite work, correct deficiencies and handle many other miscellaneous problems which may occur related to preventative maintenance and repair.
4. The contractor shall provide a competent, well-trained and experienced staff that exhibits professionalism and service excellence.
5. All employees of the contractor and subcontractors shall wear uniforms or other appropriate Institute approved attire at all times to designate their affiliation with the contractor while on VMI property.
6. The contractor shall be required to adhere to the Commonwealth of Virginia safety codes and standards, and scheduling work around the Institute's special events and holidays.
7. No work shall be subcontracted without approval from VMI. The Institute reserves the right to reject any subcontractor proposed to complete the work or a portion of the work.

**C. Use Of Premises:**

1. The contractor shall be responsible for repairing or replacing any work damaged by its operations within ten (10) days after notification by the Institute.
2. It is the responsibility of the contractor to report to the Institute any damage found prior to beginning any repair.
3. All work shall be coordinated and scheduled with the Institute to minimize disruption of operations.
4. Existing sanitary facilities may be used by the contractor to the extent of availability of services.
5. All work shall be performed in a manner that will not adversely affect the integrity of the equipment's structural, mechanical, or electrical, systems.
6. Work areas are to be kept clean and free of debris. Debris is to be removed and placed in a proper receptacle or removed from the premises by the contractor.

**D. Access To And Inspection Of Work:**

The Institute, its specified agents, any public authority and their representative shall, at all times, have access to any work performed, whether it is in preparation or progress. The contractor shall ensure safe access and inspection.

**E. Warranty Of Materials And Workmanship:**

The contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new, free of defects and in accordance with the contract documents for a period of one year. The contractor further warrants that workmanship shall be of the highest quality and in accordance with the manufacturer's instructions for maintenance and repair. Work not conforming to these warranties shall be considered defective.

**F. Protection Of Persons And Property:**

1. The contractor expressly undertakes every precaution at all times the protection of persons and property which may be affected by the contractor's operation in connection with the work to be performed.
2. The contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.
3. The contractor shall continuously maintain adequate protection of all work from damage and shall protect the Institute's property from injury or loss arising in connection with this contract. The contractor shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by the Institute.
4. Any damage, including damage to finished surfaces, resulting from the performance of the contract shall be repaired to the Institute's satisfaction at the contractor's expense.

**G. Standards Of Conduct:**

SEE ATTACHMENT F.

#### **H. Other Requirements:**

1. **Parking Policy:** All contractor vehicles parked on the Institute post **must display a parking permit**. Contractors shall note that vehicles parked on the Post without a parking pass or permit are subject to ticketing and fines. For overnight parking, the contractor's company owned vehicles may use the parking lot at the Physical Plant. Privately owned vehicles (POV) may park at the location. No overnight (24 hours) parking is allowed on Post. If parking POV's on Post, VMI Police will identify which lot the POV shall park.

2. **Sidewalk Policy:** Sidewalk access to land-locked buildings is only allowed along designated routes. Vehicle pull-offs are designed at land-locked building sites to move parked vehicles off sidewalks (but not onto turf). Parking an unattended vehicle on a sidewalk is strictly prohibited by State Law and shall be subject to fines. The vehicle operator shall be made aware that extreme caution shall be used to operate the vehicle in a way that will not be a hazard or hindrance to pedestrians using the sidewalk. The contractor shall be responsible for any damage to the turf and anything that is located adjacent to the sidewalk. Any vehicle parked illegally on a sidewalk shall be subject to ticketing, fines and towing if necessary.

#### **3. Key Control:**

- a. No person shall knowingly possess an unauthorized key to property owned by the Institute. Physical Plant's Lock Shop is the only authorized vendor for Institute key requests.
- b. All keys remain the property of the Institute. Keys which are no longer needed must be returned to the Lock Shop.
- c. Stolen or lost keys must be reported immediately to the VMI Police Department and the Lock Shop.
- d. Unauthorized locks are prohibited on doors and if found will be removed and discarded. Any damage or repairs necessitated by the removal of unauthorized locks will be the responsibility of the contractor.
- f. Keys should at no time be left unattended (hanging in a door lock, lying on a desk, etc.).
- g. Keys are not to be transferred from their assigned carrier to another without proper documentation.
- h. No area outside of the project scope will be accessed by the contractor without the approval of the Institute's Representative. Designate will be responsible for verifying authority and identity of the individual requesting access.

#### **VII. PROPOSAL PREPARATION AND SUBMISSION:**

##### **A. General Requirements**

1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP. **One original and three copies** of each proposal must be submitted to:

Virginia Military Institute  
Procurement Services C/O Physical Plant  
110 Hines Lane  
Lexington, VA 24450

Reference the Opening Date and Hour, and RFP Number in the lower left hand corner of the return envelope or package. The ORIGINAL proposal is to be clearly marked as such on its front cover.

No other distribution of the proposals shall be made by the Offeror.

## 2. Proposal Preparation

a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the Institute requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by the Institute at its discretion. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

b. Proposals should be prepared simply and economically providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents that cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

d. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.

e. Ownership of all data, material and documentation originated and prepared for the Institute pursuant to the RFP shall belong exclusively to the Institute and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, to prevent disclosure the Offeror must invoke the protections of Section 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other materials is submitted. The written request must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

3. Oral Presentation: Offerors who submit a proposal in response to this RFP *may* be required to give an oral presentation of their proposal to the Institute. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal. The Institute will schedule the time and location of these presentations. Oral presentations are an option of the Institute and may not be conducted. Therefore, proposals should be complete.

## B. Specific Requirements

Proposals should be as thorough and detailed as possible so that the Institute may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following information/items as a complete proposal:

1. Qualifications and Experience:



- a. Provide an organizational chart indicating which individuals or positions would have knowledge of an agreement with the Institute, and the degree to which each person would be responsible to an Institute account.
- b. Describe the general experience in providing services described within this proposal.
- c. Provide a list of all clients comparable to those requested herein by the Institute indicating length of contract and the nature of each project. The Institute may contact and/or visit any of these clients.
- d. Provide a list of all clients lost within the last three years that includes: a) a contact name and telephone number, b) length of contract and c) reason for the loss.

2. Plan for providing services:

- a. Provide a complete and detailed description of the offeror's methodology and plan for providing the services described herein.
- b. Describe the commitment to the Institute in terms of resources, personnel, investment, etc.

3. Small, Women-owned and Minority-owned Business (SWaM):

This solicitation is SET-ASIDE for certified Small, Woman-owned, and/or Minority-owned businesses. Only those businesses certified by the Virginia Department of Small Business and Supplier Diversity are eligible to respond to this solicitation.

4. References:

Four (4) recent references, either educational or governmental, for whom you have provided the type services described herein. Include the date(s) the services were furnished, the client name, address and the name and phone number of the individual the Institute has your permission to contact. (See Attachment D)

5. Financial Stability:

Submit a copy of the offeror's most recent financial statements or other evidence of financial stability.

6. Geographic Location:

Provide information regarding the locations of company offices relative to this proposal.

7. The return of the General Information Form and addenda, if any, signed and filled out as required.

**VIII. SELECTION CRITERIA AND AWARD:**

A. Selection Criteria

Proposals will be evaluated by Virginia Military Institute using the following:

<u>Criteria Value</u>	<u>Maximum Point Value</u>
1. Qualifications and Experience	35
2. Plan for Providing Services	35
3. References	10

4. Financial Stability	10
5. Geographic Location	<u>10</u>
Total 100	

**AWARD TO MULTIPLE OFFERORS:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals based on the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposal. Negotiations shall then be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror that, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

**IX. METHOD OF PAYMENT**

Virginia Military Institute will authorize payment to the contractor after receiving satisfactory service and receipt of the contractor's correct invoice for services rendered.

Invoice documents shall include the contract number and purchase order number. Invoices must correspond with contract prices. Unless specified otherwise in a purchase order change form or a contract modification agreement, invoices shall be sent ELECTRONICALLY to the following address:  
[payables@vmi.edu](mailto:payables@vmi.edu)

Payment shall be made in accordance with the Commonwealth of Virginia's *Prompt Pay Act*.

**X. GENERAL TERMS AND CONDITIONS**

A. **PURCHASING MANUAL:** This procurement is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <https://vascupp.org/hem.pdf> or a copy can be obtained by calling the Procurement Services at (540) 464-7323.

B. **APPLICABLE LAWS AND COURTS:** This procurement and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.

C. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as

amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1 and 2 below apply:

1. During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offers) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance B-2 of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. **DEBARMENT STATUS:** By submitting their (bids/proposals), (bidders/offers) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this procurement, nor are they an agent of any person or entity that is currently so debarred.

G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia,

relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

**H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs**

Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

**I. CLARIFICATION OF TERMS:** If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than 10 (ten) calendar days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

**J. PAYMENT:**

**1. To Prime Contractor:**

a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges that it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The B-3 provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

**2. To Subcontractors:**

a. A contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. **QUALIFICATIONS OF (BIDDERS/OFFERORS):** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Commonwealth that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be

compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Commonwealth may have.

Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offers) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article that the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offers) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offers) clearly indicates in its (bid/proposal) that the product offered is an equivalent product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.

S. **TRANSPORTATION AND PACKAGING:** By submitting their (bids/proposals), all (bidders/offers) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

T. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.

2. Employer's Liability - \$100,000.

3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

4. Automobile Liability - \$1,000,000 per occurrence. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this procurement, Virginia Military Institute will publicly post such notice on the DGS/DPS eVA web site ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.

V. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from

engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

W. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, web site portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e- procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:

(i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.

(ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

b. Refer to Special Term and Condition "eVA Orders and Contracts" to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 30 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.



Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

Z. **SET-ASIDES.** This solicitation is set-aside for SBSD-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. SBSD-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. SBSD-certified women- and minority-owned businesses are also considered small businesses when they have received SBSD small business certification. Small businesses must be certified by SBSD not later than the solicitation due date.

\*\*\*\*\*END GENERAL TERMS AND CONDITIONS\*\*\*\*\*

#### XI. **SPECIAL TERMS AND CONDITIONS**

**ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this response, no indication of such sales or services to Virginia Military Institute will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that Virginia Military Institute has purchased or uses any of its products or services, and the contractor shall not use Virginia Military Institute in any client list in advertising and promotional materials.

**ADDITIONAL GOODS AND SERVICES:** The Institute may acquire other goods or services that the supplier provides than those specifically solicited. The Institute reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the Institute at favored nations pricing, terms, and conditions.

**AUDIT:** The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

**AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

**CANCELLATION OF CONTRACT:** Virginia Military Institute reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the

initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT: By my signature on this solicitation, I certify that this firm/individual and subcontractor are properly licensed for providing the goods/services specified.

CONTRACTOR'S TITLE TO MATERIALS: No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.

DELIVERY AND STORAGE: It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The owner will not assume any responsibility for receiving these shipments. Contractor shall check with the owner and make necessary arrangements for security and storage space in the building during installation.

IDENTIFICATION OF RESPONSE ENVELOPE: The signed response should be returned in a separate envelope or package, sealed and identified as follows:

From: _____		
Name of Offeror	Due Date	Time
_____		
Street or Box No.	RFQ Number	
_____		
City, State, Zip Code	RFP Title	

Name of Purchasing Officer: LTC Kathleen H. Tomlin

[The envelope should be addressed as directed on the title page of the solicitation.](#)

The offeror takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the response to be disqualified. Responses may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other responses should be placed in the envelope.

INSPECTION OF JOB SITE: My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth.

KEYS: If the Contractor is given keys for this project, it is the Contractor's responsibility to return the keys when the contract is terminated, as well as for the safekeeping of the keys during the contract period. The Contractor shall not loan or duplicate the keys. In the event the Contractor loses the keys, they will be charged for the replacement of the keys and any locks which are rekeyed or replaced.

LATE RESPONSES: To be considered for selection, responses must be received by the issuing office by the designated date and hour. The official time used in the receipt of responses is that time on the automatic time stamp machine in the issuing office. Responses received in the issuing office after the date and hour designated are automatically non-responsive and will not be considered. The Institute is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the Post Mail system. It is the sole responsibility of the Offeror to ensure that its response reaches the issuing office by the designated date and hour.

OPERATING VEHICLES ON Virginia Military Institute Post: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on Virginia Military Institute sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to [www.vmi.edu](http://www.vmi.edu); or to acquire a service representative parking permit, contact Parking Services at 540-464-7017. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.

OWNER'S RIGHT TO TERMINATE THE CONTRACT FOR CAUSE:

1. If the contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, the owner may terminate the contract. If the contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or suppliers of material or labor, or persistently disregards laws, ordinances, or the written instructions of the owner, or otherwise be guilty of a substantial violation of any provision of the contract, then the owner may terminate the contract.
2. Prior to termination of the contract, the owner shall give the contractor and his surety ten (10) calendar day's written notice, during which the contractor and/or his surety may rectify the cause of the termination. If rectified to the satisfaction of the owner within said ten (10) days, the owner may rescind its notice of termination. If it does not, the termination for cause shall become effective at the end of the ten-day (10) notice period. In the alternative, the owner may postpone the effective date of the termination notice, at its sole discretion, if it should receive reassurances from the contractor and/or its surety that the causes of termination will be remedied in a time and manner, which the owner finds acceptable. If at any time more than ten (10) days after the notice of termination, the owner determines that contractor and/or its surety has not or is not likely to rectify the causes of termination in an acceptable manner or within the time allowed, then the owner may immediately terminate the contract for cause by giving written notice to the contractor and its surety. In no event shall termination for cause terminate the obligations of the contractor's surety on its payment and performance bonds.
3. Notice of terminations, whether initial or given after a period of postponement, may be served upon the contractor and the surety by mail or any other means at their last known places of business in Virginia or elsewhere, by delivery to any officer or management/supervisory employee of either wherever they may be found, or, if no such officer, employee or place of business is known or can be found by reasonable inquiry within three (3) days, by posting the notice at the job site. Failure to accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery.

4. Upon termination of the contract, the owner shall take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method he may deem expedient. In such case the contractor shall not be entitled to receive any further payment. If the expense of finishing the work, including compensation for additional managerial and administrative services shall exceed the unpaid balance of the contract price, the contractor shall pay the difference to the owner, together with any other expenses of terminating the contract and having it completed by others.
5. If it should be judicially determined that the owner improperly terminated this contract for cause, then the termination shall be deemed to be a termination for the convenience of the owner.
6. Termination of the contract under this section is without prejudice to any other right or remedy of the owner.

PROTECTION OF PERSONS AND PROPERTY: The Contractor expressly undertakes both directly and through its subcontractor(s), to take every precaution at all times for the protection of persons and property that may come on the building site or be affected by contractor's operation in connection with the work.

The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this contract.

PUBLIC POSTING OF COOPERATIVE CONTRACTS: Any resulting cooperative contract(s) to this solicitation will be posted to a publicly accessible website. Contents identified as proprietary information will not be made public.

SUBCONTRACTS: No portion of the work shall be subcontracted ***without prior written consent of the Institute.*** In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment. Invoices are to be submitted ELECTRONICALLY to [payables@vmi.edu](mailto:payables@vmi.edu)

WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.

**XII. MANDATORY PRE-PROPOSAL CONFERENCE:**

PREPROPOSAL CONFERENCE- Mandatory: A mandatory pre-proposal conference will be held on **2 June 2021 at 10:00 AM at Cocke Hall, Memorial Gardens.**

The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Due to the importance of all offerors having a clear understanding of the specifications/scope of work and requirements of this solicitation, attendance at this conference will be a prerequisite for submitting a proposal. Proposals will only be accepted from those offerors who are represented at this pre-proposal conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation. Claims as a result of failure to inspect the job site will not be considered by the Institute.

- XIII. METHOD OF PAYMENT:** The Institute will authorize payment to the contractor after receiving satisfactory service and receipt of the contractor's correct invoice for services rendered. The documents shall include the contract number, purchase order number and work order number. Invoices must correspond with contract prices. Unless specified otherwise in a purchase order change form or a contract modification agreement, invoices shall be submitted ELECTRONICALLY to [payables@vmi.edu](mailto:payables@vmi.edu)

**XIV. ADDENDUM:**

Any **ADDENDUM** issued for this solicitation may be accessed at <http://www.eva.virginia.gov> under the VBO. The addendum will be emailed to the representative listed on the Pre-Proposal Attendance Roster.

**XV. CONTRACT ADMINISTRATION:**

CDR Barber, Assistant Commandant, at Virginia Military Institute or qualified designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance.

The Contract Administrator, or qualified designee, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or qualified designee, shall not have authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by Virginia Military Institute's Procurement Services through a written amendment to the contract.

OFFEROR: \_\_\_\_\_

RFP#: RFP #V211-22-004

Date: \_\_\_\_\_

The following question concerns specifications, Section (number) \_\_\_\_\_

Paragraph \_\_\_\_\_, page \_\_\_\_\_.

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All responses to questions may be made by Addendum.

Questions not submitted on this form WILL NOT BE ANSWERED.

Questions Submitted by: \_\_\_\_\_

NAME

\_\_\_\_\_  
ORGANIZATION

\_\_\_\_\_  
PHONE

\_\_\_\_\_  
EMAIL

This may be FAXED to: (540) 464-7669 or E-Mail to: [tomlinkh@vmi.edu](mailto:tomlinkh@vmi.edu), LTC Kathleen H. Tomlin

## CONFLICT OF INTEREST STATEMENT

Ensure that the solicitation is thoroughly read and completed. Complete, sign and return the information requested below with your proposal. FAILURE TO FURNISH THIS DATA MAY RESULT IN REJECTING YOUR PROPOSAL.

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FEDERAL ID NUMBER (FIN): \_\_\_\_\_

THE ABOVE FIRM IS A: (CHECK, AS APPLICABLE)

- |  |  |
|--|--|
| <input type="checkbox"/> SMALL BUSINESS          | <input type="checkbox"/> INDIVIDUAL BUSINESS |
| <input type="checkbox"/> WOMAN-OWNED BUSINESS    | <input type="checkbox"/> SOLE PROPRIETORSHIP |
| <input type="checkbox"/> MINORITY-OWNED BUSINESS | <input type="checkbox"/> PARTNERSHIP         |
| <input type="checkbox"/> SHELTERED WORKSHOP      | <input type="checkbox"/> CORPORATION         |

## RELATIONSHIP WITH VIRGINIA MILITARY INSTITUTE:

IS ANY MEMBER OF THE FIRM AN EMPLOYEE OF THE COMMONWEALTH OF VIRGINIA WHO HAS A PERSONAL INTEREST IN THIS CONTRACT PURSUANT TO THE CODE OF VIRGINIA, SECTION 2.1-639.1-639.24? ☐ YES ☐ NO

IF YES, EXPLAIN:

\_\_\_\_\_  
SIGNATURE OF OFFEROR

\_\_\_\_\_  
DATE

Please tell us how you received this solicitation:

- ☐ You requested a copy through the Virginia Business Opportunities.
- ☐ You obtained a copy from the Virginia Department of Small Business and Supplier Diversity (SBSD)
- ☐ Other (please specify) \_\_\_\_\_.

## CONTRACTOR DATA SHEET

QUALIFICATIONS OF OFFEROR: Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirement.

Indicate the length of time you have been in business providing this type of service. \_\_\_\_\_ Years  
 \_\_\_\_\_ Months

Provide a list of current references, either college, Educational Institutions, and/or other companies that your firm is servicing. Include the length of service, dollar volume, year contract was entered into, and the name and address of the person the State has your permission to contact. Such listing shall be comprehensive of your firm's customer base and can be formatted as follows:

CURRENT ACCOUNTS:

Account Name, Address & Phone #	Length of Service	\$ Volume/Year
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

LOST ACCOUNTS:

Account Name, Address & Phone #	Length of Service	\$ Volume/Year
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



REFERENCES

Please list at least four references for whom you have performed each applicable category of service specified herein and within the past five years.

CLIENT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT  
PERSON/PHONE#: \_\_\_\_\_

APPROXIMATE DOLLAR VOLUME PER YEAR: \_\_\_\_\_

PROJECTS/DATES/DESCRIPTION: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CLIENT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT  
PERSON/PHONE#: \_\_\_\_\_

APPROXIMATE DOLLAR VOLUME PER YEAR: \_\_\_\_\_

PROJECTS/DATES/DESCRIPTION: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CLIENT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT  
PERSON/PHONE#: \_\_\_\_\_

APPROXIMATE DOLLAR VOLUME PER YEAR: \_\_\_\_\_

PROJECTS/DATES/DESCRIPTION: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please use a separate sheet of paper for additional references.

## Small Business Certification

## Definitions

**Small Business:** "Small business " means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: This shall not exclude SBSD-certified women- and minority-owned businesses when they have received SBSD small business certification.

**Women-Owned Business:** Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

**Minority-Owned Business:** Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

**All small businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) by the due date of the solicitation to participate in the SWaM program. Certification applications are available online at [www.sbsd.virginia.gov](http://www.sbsd.virginia.gov).**

Offeror Name: \_\_\_\_\_

Preparer Name: \_\_\_\_\_ Date: \_\_\_\_\_

## Instructions

- A. Businesses certified by the Department of Small Business and Supplier Diversity (SBSD) as a small business must complete Section A of this form.

## Section A

CERTIFICATION TYPE (check only one below):

- \_\_\_\_\_ Small Business  
\_\_\_\_\_ Small and Women-owned Business  
\_\_\_\_\_ Small and Minority-owned Business

Certification number: \_\_\_\_\_ Certification Date: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

**NOTE:** It is your responsibility to ensure that your certification is renewed and does not lapse. Should your certification expire, you will no longer be eligible to receive awards under this contract.

## Standards of Conduct

## VMI CONTRACTOR / VENDOR STANDARDS OF CONDUCT

- The contractor shall be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and are not engaging in any destructive or criminal activity.
- Foul language of any kind will not be tolerated. Engaging in verbal or physical behavior that causes distress to cadets, faculty, staff and/or employees will result in immediate removal from the job site.
- All employees of the contractor and subcontractors shall wear uniforms or other appropriate Institute approved attire at all times to designate their affiliation with the contractor.
- Brandishing a firearm, whether threatening or non-threatening, will result in immediate removal from the job site.
- Contractor's employees who appear to be under the influence of alcohol or other substance shall not be permitted on VMI property.
- Contractor's employees shall not use VMI owned equipment without the distinct permission of the Director of Physical Plant or Director of Construction or their designees. This equipment includes but is not limited to telephones and computers, hand tools and operable equipment.
- The contractor is also responsible for insuring that its employees do not disturb papers on desks, or open desk drawers, cabinets or briefcases, or use the Institute equipment and the like, except as authorized in the preceding paragraph.
- Smoking is not permitted on Post or at other VMI owned property except in **designated areas** as indicated by **General Order 45**. Tobacco use in VMI-owned or leased buildings, covered walkways, temporary enclosed structures, trailers, and tents as well as structures placed on state-owned property by contractors or vendors is prohibited. Smoking will not be permitted in outside areas identified as hazardous areas.

Agreed to by:

_____	SIGNATURE
_____	PRINTED NAME
_____	COMPANY
_____	DATE